

Date: February 26, 2019

ADDENDUM NO. One (01)



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PROJECT NO: 127374

TITLE OF PROJECT: CONSERVATION EDUCATION CENTER  
FACILITY LOCATION: JAMES E. DAUGHTREY WILDLIFE MANAGEMENT AREA  
(WMA)  
MCMULLEN COUNTY, TEXS

NOTICE TO ALL BIDDERS:

Commissioners

Ralph H. Duggins  
Chairman  
Fort Worth

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Carter P. Smith  
Executive Director

This addendum shall be considered part of the Contract Documents and is issued to change, amplify, or delete from or otherwise explain the documents where provisions of this addendum differ from those of the original contract documents. This addendum shall have precedence over the original contract documents and shall govern.

Bidders are hereby notified that they shall incorporate this addendum in their bid, and it shall be construed that the Contractor's Bid shall reflect with full knowledge, all items, changes and modifications to the contract documents herein specified.

Bidders are advised to check for updates, addenda issuance, and bid opening date changes at the TPWD Infrastructure Division Website:

[http://www.tpwd.state.tx.us/business/bidops/current\\_bid\\_opportunities/construction/](http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities/construction/)

**Due Date, Time and location remains the same.**  
**March 7, 2019 - 2:00 PM at Austin HQ**

**Questions to Contract Documents:**

1. **QUESTION:** On SHT A-101 the plans call for 2 - 5,000-gallon collection tanks and a 200-gallon first flush tank and a decomposed granite flat area to be a bid alternate. In the bid submittal pages, there is no bid alt line, and, in the spec, there is no information on the tanks. Is the decomposed granite area to be installed regardless of the bid alt being accepted?

ANSWER:

- The Bid Alternate should include everything as outlined in Keyed Notes #5, Sheet P1.0.
- The second 5,000-gallon tank is for future reference only.
- The "decomposed granite rainwater yard" and fencing is part of the BASE BID.
- Structural concrete pads for "first flush collection tank" and first 5,000-gallon tank, to be part of ALTERNATE BID ITEM No. 2.

2. **QUESTION:** On several drawing sheets it has an ice machine shown. Is this ice machine owner provided and installed or is it contractor provided and installed? If it is contractor provided there is no specs for it.

ANSWER: Ice Machine is owner provided and installed.

**3. QUESTION: What height should the Walk-in cooler be.**

ANSWER: 9'-4" overall height. General contractor to coordinate installation with steel framing of the trolley system and metal building framing. Drawings show a trolley height of 10'-0" (see 1/A-201). Disregard this dimension. Coordinate trolley height with design of walk-in cooler.

**4. QUESTION: Specifications Section 114000 – Walk-in Cooler, section 2.2-A-1-a, calls out 2" x ½" rail. The rail we use, and is industry standard, is ½" x 2 ½" with rounded edges.**

ANSWER: The ½" x 2 ½" rail with rounded edges is acceptable.

**5. QUESTION: Specifications Section 114000 – Walk-in Cooler, section 2.2 A-1-b, asks for 18" hangers, which is fine, but then asks for threaded rods, not sure what those would be for but if we need to supply them, I will need to know length of rod, size of rod, length of threads (or all thread), materials and any hardware that you need with the rods.**

ANSWER: All thread was assumed to be the contractor's method for suspending the trolley rail to the metal building framing. Contractor to provide standard installation method to suspend the trolley rail to the metal building framing. Length, size, and quantity of rods to be coordinated with the metal building framing and to be determined by contractor/miscellaneous steel detailer.

**6. QUESTION: Specifications Section 114000 – Walk-in Cooler, section 2.2-A-1-c, we make two weight load manual switches, 500# and 1,500# capacity, which would you like?**

ANSWER: 500# switch. Ensure this is coordinated with the metal building weight limits.

**7. QUESTION: Specifications Section 114000 – Walk-in Cooler, section 2.2-A-2, what weight load do you need the trolley capacity to be?**

ANSWER: The trolley capacity should meet the following standards:

- a) The proposed railing system to be designed for a total number of 20 deer, weighing not more than 100 lbs. each (total load not to exceed 2000 lbs., at any given time).
- b) The system should be able to support 20 deer hung outside and/or inside the freezer area (2,000 lbs. maximum) at any given time. Example; 10 deer outside and 10 deer inside the freezer area.

**8. Question related to demo and haul off:**

Answer: Contractor will legally dispose of demolished materials per Specification Section 024119 3.5 C.

**9. Question: If a structural steel frame is selected, what is to be done about warranty and weather tightness?**

Answer: Per Specification Section 074114 attached, the wall and roof panels should include the warranty listed in section 1.7, this does not include "weathertightness". The standing seam roof panels included in the metal building systems spec section 133419 1.12 D are listed to have a weathertightness warranty of 20 years.

**10. QUESTION: There are different structural systems shown in the drawings. How should they be bid?**

ANSWER: See Revised Bid Schedule Documents

**Revised Bid Documents:**

Replace original Bid Schedule pages in solicitation with the attached Revised Contractor's Bid documents – 5 pages

**Bidders shall acknowledge receipt of this addendum in the space provided on the Contractor's Bid form located above the signature block. WARNING: BIDDER'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.**

**END OF ADDENDUM NUMBER ONE (01)**

Sincerely,

A handwritten signature in black ink, appearing to read "Serena Holster", written over a horizontal line.

Serena Holster, CTCD, CTCM  
Contract Manager  
Infrastructure Division

**TEXAS PARKS AND WILDLIFE**

**REVISED CONTRACTOR'S BID**

**February 26, 2019**

Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

Having carefully examined the Invitation for Bids and Contract Documents. Project No. 127374, Conservation Education Center located at J.E. Daughtrey WMA, McMullen County, Texas for the Texas Parks and Wildlife Department, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the sum of:

**BID SCHEDULE**

<b>BASE BID</b>		<b>TOTAL LUMP SUM PRICE</b>
Furnish all labor, equipment, materials, and incidentals necessary but not limited to construct a Pre-Engineered Metal Building (PEMB) to serve as a Conservation Education Center and include but not limited to an open area for gathering with conditioned air, large store room, kitchenette, walk-in cooler, office restrooms, covered drive and parking located at J.E. Daughtrey WMA, McMullen County, Texas in accordance with the Invitation for Bids and Contract Documents.		\$
<hr/> <i>(Total Lump Sum Base Bid Price written in words)</i>		

<b>ALTERNATE BID ITEM NO. 1</b>		<b>COST DIFFERENCE +/-</b>
1	Furnish all labor, equipment, materials, and incidentals necessary but not limited to construct a structural steel frame building per Reference sheets S1.1 in lieu of the pre-engineered metal building in the Base Bid. Clearly state in price whether the amount is an addition or deduction for a structural steel frame building.	\$

<b>ALTERNATE BID ITEM NO. 2</b>		<b>LUMP SUM PRICE</b>
2	Furnish all labor, equipment, materials, and incidentals necessary but not limited to construct a rainwater collection system to include one (1) – 5,000 gallon collection tank, structural concrete pads for the tank, and the first flush collection tanks	\$

<b>TOTAL BASE BID AND ALTERNATE 1 and 2 BID ITEMS</b>		<b>\$</b>
<hr/> <b>Total Base Bid and Alternate 1 and 2 Bid Items written in words</b>		

**EACH BID ITEM INCLUDES ANY AND ALL APPURTENANT WORK AND ITEMS NECESSARY FOR FULLY FUNCTIONAL AND OPERATIONAL SYSTEMS, COMPLETE AND IN PLACE, IN ACCORDANCE WITH THE INVITATION FOR BIDS AND CONTRACT DOCUMENTS.**

**BASE BID plus Alternate Bid Items 1 and 2 will be evaluated and determination of the low bidder will be based on responsiveness and responsibility of the bidder and on the Total Base Bid and Alternates 1 and 2. HOWEVER, THE OWNER RESERVES THE RIGHT TO AWARD TO THE LOW BIDDER ANY COMBINATION OF BID ITEMS OR TO REJECT ALL BIDS.**

**BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER MUST MEET THE MINIMUM QUALIFICATION AND/OR EXPERIENCE REQUIREMENTS SET FORTH IN PARAGRAPH 1.32 OF DIVISION 1, GENERAL REQUIREMENTS, SECTION 01000, SPECIAL CONDITIONS TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. BIDDER, BY SIGNING THIS BID, AFFIRMS THAT BIDDER MEETS SUCH MINIMUM REQUIREMENTS. FAILURE TO MEET ANY OF THE MINIMUM QUALIFICATIONS SHALL RESULT IN REJECTION OF THE BID.**

**BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT THIS IS A FEDERALLY ASSISTED PROJECT AND THAT CERTAIN AFFIRMATIONS ARE REQUIRED TO BE ELIGIBLE FOR AWARD. SEE SPECIAL CONDITIONS PARAGRAPH 1.37 and EXHIBIT B.**

The undersigned further agrees that, if awarded the Contract, the work will be completed within two hundred forty (240) calendar days commencing on the date specified in the Notice to Proceed.

The undersigned agrees that when written notice of bid acceptance is furnished by the Owner within **sixty (60)** calendar days after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required bonds, certificates of insurance, and PR-1 and PR-2 submittals to the Owner. Failure to timely provide the insurance certificate, bonds, and submittals shall be grounds for disqualification of bid and forfeiture of bid security. In such circumstances, TPWD shall be authorized to proceed with award to the next lowest, responsive and responsible bidder.

If the above bid amount exceeds \$25,000.00, the undersigned shall include herewith security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the total amount of the bid to be awarded by Owner, unless otherwise stipulated under Special Conditions. To ensure adequate bid security, bidders should calculate bid security based on the total amount of all base bids plus all additive alternate bids (if any). The bid security will be returned to or forfeited by the undersigned in accordance with the Bid Security provision in the Instructions to Bidders. The undersigned further agrees that this bid security is the appropriate measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver said contract and required documents.

The undersigned agrees that this bid will not be withdrawn for a period of sixty **(60)** calendar days from the date set for the bid opening, and the undersigned further agrees that the bid security will be forfeited in the event this bid is withdrawn before expiration of said sixty **(60)** calendar days.

Additional information can be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

By the signature hereon affixed, the bidder hereby certifies that neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01 et seq., *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (a), Bidder acknowledges that Bidder has not received compensation for participation in the preparation of the specifications for this project.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (b), §2155.006 (c), and Subchapter B, §2261.053 (c), Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

By signing this bid, Bidder certifies that if a Texas address is shown as the address of the Bidder, Bidder qualifies as a Texas Resident bidder as defined in *Texas Administrative Code*, Title 1, Part 5, Chapter 111, Subchapter A, §111.2 (10).

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

By signing this bid, a bidder affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.

Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the State of Texas.

Bidder agrees to comply with *Texas Government Code*, Title 10, Subtitle D, §2155.4441, relating to use of services contracts for products produced in the State of Texas.

Bidder certifies that if a Texas address is shown as the address of the Bidder on this bid, Bidder qualifies as a Texas Bidder as defined in Section 2155.444(c) of the *Texas Government Code*.

Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 808.001) that boycotts Israel. By signing this bid, Bidder verifies that in accordance with *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, Bidder:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract.

Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Bidder certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.

By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.

By signing this bid, Bidder acknowledges and understands that the acceptance of funds by the Bidder or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor's Office, Comptroller or other agency of the State of Texas, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. The Bidder further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. The Bidder shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Bidder and the requirement to cooperate is included in any subcontract it awards.

Bidder represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, §231.006(d), regarding child support, the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, Bidder must provide, in the spaces(s) below, the name and Social Security number of an individual owner, a sole proprietor and all partners, shareholders, or owners with an ownership interest of at least 25% of the business entity prior to award of contract.

Name	SSN	%
Name	SSN	%
Name	SSN	%
Name	SSN	%

Bidder certifies that they are in compliance with *Texas Government Code*, Title 6, §669.003, relating to contracting with executive head of a State agency. If §669.003 applies, Bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of employment with Bidder: \_\_\_\_\_

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**RECEIPT IS HEREBY ACKNOWLEDGED OF THE FOLLOWING ADDENDA TO THIS IFB  
(INITIAL IF APPLICABLE)**

**No. 01** \_\_\_\_\_ **No. 02** \_\_\_\_\_ **No. 03** \_\_\_\_\_ **No. 04** \_\_\_\_\_ **No. 05** \_\_\_\_\_ **No. 06** \_\_\_\_\_ **No. 07** \_\_\_\_\_

**WARNING: BIDDER'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN  
REJECTION OF BID.**

BIDDER'S AFFIRMATION: SIGNING THIS BID WITH A FALSE STATEMENT IS A MATERIAL  
BREACH OF CONTRACT AND SHALL VOID THE SUBMITTED BID OR ANY RESULTING  
CONTRACTS, AND THE BIDDER SHALL BE REMOVED FROM ALL BID LISTS.

_____ Name of Contracting Firm	By _____ Authorized Signature	_____ Date
_____ Address	_____ Printed Name	
_____ City	_____ State	_____ Zip
_____ (Area Code) Phone Number		_____ (Area Code) Phone Number
_____ Email address		_____ (Area Code) FAX Number
_____ Texas Identification Number		_____ (Area Code) Cell Number